# IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: JENNIFER L. MOORE

Debtor,

NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER AS SERVICER FOR BANK OF AMERICA, N.A

Movant.

v.

JENNIFER L. MOORE Debtor/Respondent,

GLENN H. MOORE, JR. (Non-filing Co-Debtor),

KENNETH E. WEST, Trustee Additional Respondent.

BANKRUPTCY CASE NUMBER 20-10862 - AMC

**CHAPTER 13** 

11 U.S.C. § 362

HEARING DATE AND TIME: **JULY 5, 2022 AT 11:00 A.M.** 

COURTROOM #4

# MOTION OF NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER AS SERVICER FOR BANK OF AMERICA, N.A FOR RELIEF FROM THE AUTOMATIC STAY AND CO-DEBTOR STAY UNDER SECTION §362 (d) AND §1301

Secured Creditor, Nationstar Mortgage LLC d/b/a Mr. Cooper as servicer for Bank of America, N.A ("Movant"), by and through its undersigned counsel, pursuant to 11 U.S.C. §362 and §1301, hereby seeks relief from the automatic stay and co-debtor stay to exercise and enforce its rights, without limitation, with respect to certain real property. In support of this motion, Movant avers as follows:

- 1. Debtor named above filed a Voluntary Petition under Chapter 13 of the United States Bankruptcy Code in the Eastern District of Pennsylvania under the above case number.
- 2. Movant is the holder of a secured claim against Debtor and Glenn H. Moore, Jr. ("Non-filing Co-Debtor"), secured only by a first mortgage lien on real estate which is the principal residence of Debtor located at 843 West 2nd Street, Lansdale, PA 19446 (the "Mortgaged Premises").
- 3. Nationstar Mortgage LLC d/b/a Mr. Cooper as servicer for Bank of America, N.A services the loan on the property referenced in this motion for relief. In the event the automatic stay in this case is modified, this case dismisses and/or the debtor obtains a discharge and a foreclosure action is commenced on the mortgaged property, the foreclosure will be conducted in the name of Bank of America, N.A.

- 4. Nationstar Mortgage LLC d/b/a Mr. Cooper as servicer for Bank of America, N.A, directly or through an agent, has possession of the promissory note. The promissory note is either made payable to Noteholder or has been duly indorsed in blank. Noteholder is the original mortgagee, or beneficiary, or the assignee of the security instrument for the referenced loan.
- 5. The filing of the aforesaid Petition operated as an automatic stay under Section 362(a) of the Bankruptcy Code of proceedings by Movant to foreclose on the Mortgaged Premises. Movant requests relief from the automatic stay to continue with the filed mortgage foreclosure action, if any, and to take the necessary action to obtain the Mortgaged Premises.
- 6. Additional Respondent is the Standing Trustee appointed in this Chapter 13 proceeding.
- 7. Debtor has claimed an exemption in the amount of \$25,150.00 in the subject property.
- 8. Debtor has failed to make all post-petition monthly mortgage payments.
- 9. The defaults include the failure to make the following monthly payments:

Payments of \$636.86 from October 1, 2021	\$3,184.30
through February 1, 2022	
Payments of \$643.91 from March 1, 2022 through	\$2,575.64
June 1, 2022	
Suspense Balance	(\$83.60)
The total amount due (a through b combined)	\$5,676.34

10. The Fair Market Value of the Mortgaged Premises is \$146,481.30, as per Debtor Schedules. The approximate amount necessary to payoff the loan is \$57,967.90 good through June 2, 2022. The breakdown of the payoff is as follows:

Principal Balance	\$52,367.18
Accrued Interest	\$2,225.64
Escrow Advance	\$1,084.21
Corporate Advance	\$2,950.00
NSF Fees	15.00
Suspense Balance	(\$674.13)

- 11. Movant's interests are being immediately and irreparably harmed. Movant is entitled to relief, from the automatic stay, pursuant to either 11 U.S.C. § 362 (d)(1) or (d)(2), because of the foregoing default and because:
  - a) Movant lacks adequate protection for its interests in the Mortgaged Premises;

- b) Debtor has little, if any, equity in the Mortgaged Premises; and
- c) The Mortgaged Premises are not necessary to an effective reorganization or plan.
- 12. Movant additionally seeks relief from the Co-Debtor stay under §1301 (if applicable) in the instant case, as the continuation of the co-debtor stay causes irreparable harm to the Movant. Movant may be barred from moving forward with its state court rights under the terms of the mortgage without relief from the co-debtor stay.
- 13. Movant requests that the Court waive Rule 4001(a)(3), permitting Movant to immediately implement and enforce the Court's order.
- 14. Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase order, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements in support of right to seek a lift of the automatic stay and foreclose if necessary.

WHEREFORE, Movant respectfully moves this Court for an Order (i) granting Movant relief from the automatic stay to foreclose upon and to otherwise exercise and enforce its rights with respect to the Mortgaged Premises, (ii) awarding reasonable attorneys' fees incurred in the preparation and presentation of this motion, and (iii) granting all such other and further relief as the Court deems appropriate and necessary.

Respectfully submitted,

Dated: \_\_06/10/2022\_\_\_ BY:\_\_\_\_/s/ Lily C. Calkins

Christopher A. DeNardo 78447 Kristen D. Little 79992 Lily C. Calkins 327356 LOGS Legal Group LLP 3600 Horizon Drive, Suite 150 King of Prussia, PA 19406 (610) 278-6800 logsecf@logs.com

# IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: JENNIFER L. MOORE Debtor,	BANKRUPTCY CASE NUMBER 20-10862 - AMC
NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER AS SERVICER FOR BANK OF AMERICA, N.A	CHAPTER 13
Movant. v.	11 U.S.C. § 362
JENNIFER L. MOORE Debtor/Respondent,	HEARING DATE AND TIME: <b>JULY 5, 2022 AT 11:00 A.M.</b>
GLENN H. MOORE, JR. (Non-filing Co-Debtor),	COURTROOM # 4
KENNETH E. WEST, Trustee Additional Respondent.	
<u>O R</u>	<u>D E R</u>
Pennsylvania, upon the consideration of the Mot	, 2022, at the Eastern District of tion of Movant for Relief from the Automatic Stay le an answer, appear or otherwise respond to the
under Section 362 of the Bankruptcy Abuse Pred"(Code"), 11 U.S.C. § 362, is lifted to allow Mo	Automatic Stay of all proceedings, as provided vention and Consumer Protection Act of 2005 (the evant, or its successors, if any, to proceed with its ty located at 843 West 2nd Street, Lansdale, PA
FURTHER ORDERED that Rule 40 successors, if any, may immediately implement	01(a)(3) is not applicable and Movant, or its this order.
ВУ	THE COURT:
	DNORABLE ASHELY M. CHAN NITED STATES BANKRUPTCY JUDGE

#### 6. BORROWER'S FAILURE TO PAY

# (A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late %) of the overdue charge in the amount of Four percent ( 4.0000 amount of each payment.

#### (B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

#### (C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

#### 7. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

#### 8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

### 9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a quarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

WITHOUT RECOURSE PAY TO THE ORDER OF: PRINCIPAL RESIDENTIAL MORTGAGE, INC.	Man Allste / Glenn H. Moore Jr	(Seal) -Borrower
ON THIS 27th DAY OF March , 1998	Jannily of Pulcher	(Seal)
CARDINAL FINANCIAL COMPANY, LTD. PARTNERSHIP	Jennifen L. Pulcher	-Borrower
BY: Mare DTraud	PAY TO THE ORDER OF THE MORTGAGE, INC.	(Seal)
Marie Stroud, Asst. Vice President	PAY TO THE ORDER OF  WITHOUT PRESOURSE NTIAL MORTGAGE, INC.  WITHOUT PRESIDENTIAL MORTGAGE, INC.  PRINCIPAL RESIDENTIAL MORTGAGE, INC.  PRINCIPAL RESIDENTIAL MORTGAGE, INC.	-Borrower
and the second of the second o		(Seal)
Ellie Settembrino, Asst. Secretary	WITHOUT AL RESIDENT	8 -Borrower
4 mg	PHILIP VICE PLANS	
ELF-1R (9601) , , Pa	age 2 of 2	
	WITHOUT FIERESIDEN. WITHOUT FIERESIDEN. PRINCIPAL RESIDEN.  BY K. Baymijer, Executive vice President  Jon K. Baymijer, Executive vice President  Secretary - Service of Register No.	
	Dec	

After Recording, send to:

Cardinal Financial Company, Ltd. Partnership P. O. Box 147 Trevese, Pennsylvania 19053



MONTGOMERY COUNTY COMMISSIONERS REGISTRY 11-00-14036-00-2 LANSDALE 843 W SECOND ST MALLACE DONALD W & MONIQUE G 1101 DATE: 04/03/98 1 19 085 U 066 L

Commonwealth of Pennsylvania Space Above This Line For Recording Data

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on March 27, 1998 The Mortgagoris Glenn H. Moore Jr. and Jennifer L. Pulcher

RETURN

SECURITY ABSTRACT OF PAINC. P.O. BOX 1060 1741 VALLEY FORGE ROAD

("Borrower"). This Security Instrument is given to Cardinal Financial Company, Ltd. Partnership

organized and existing under the laws of

Pennsylvania

, which is

whose address is P.O. Box 147, Trevose, PA 19053

("Lender"). Borrower owes Lender the principal sum of

Seventy Six Thousand Two Hundred Twenty Seven Dollars and Zero Cents

Dollars (U.S. \$ 76,227.00

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on April 1, 2028. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the repayment of all other sums with interest achieved livides payment of all others with interest achieved livides payment of all others. payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this

FHA Pennsylvania Mortgage - 4/96 ELF-4R(PA) (9604)

Page 1 of 6 ELECTRONIC LASER FORMS, INC. - (800) 327-0545

BK8127PG0346

Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to the Lender the following described property located in Montgomery

County, Pennsylvania:

SEE ATTACHED LEGAL DESCRIPTION

which has the address of 843 M. 2nd Street, Lansdale Borough

Pennsylvania

19445

[2ip Code] ("Property Address");

[Street, City],

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fetures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

the "Property."

BORROWER COVENANTS that Borrower is lawfully selzed of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and rismands, subject to any encumbrances of record.

claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lander covenant and agree as follows:

UNIFORM COVENANTS.

- Payment of Principal, interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.
- 2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) teasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still haid the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow items" and the sums paid to Lender are called "Escrow Funds."

ELF-4R(PA) mos

Page 2 of 8

Initials: JP

BK8127PG0347

Commitment Number:

3.30

The land referred to in this Commitment is described as follows:

ALL THAT CERTAIN LOT OR PIECE OF LAND, SITUATE IN LANSDALE BOROUGH, MONTGOMERY COUNTY, PENNSYLVANIA, BEING KNOWN AND DESIGNATED AS LOT #1 ON THE PLAN OF SUBDIVISION MADE FOR LOUCKY J. COLAVITA BY MILFORD SURVEY ASSOCIATES, DATED 11/7/79, REVISED 1/14/80, WHICH PLAN IS RECORDED IN THE OFFICE FOR THE RECORDING OF DEEDS, IN MONTGOMERY COUNTY, PA., IN PLAN BOOK A-39 PAGE 81, SAID LOT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CORNER OF THIS AND LOT #2 ON SAID PLAN ON THE NORTHEASTERLY SIDE OF WEST SECOND STREET, WHICH POINT OF BEGINNING IS MEASURED ALONG THE NORTHEASTERLY SIDE OF WEST SECOND STREET, IN A SOUTHEASTWARDLY DIRECTION 221 FEET FROM THE SOUTHEASTERLY LINE OF VALLEY FORGE ROAD; THENCE ALONG LOT #2, NORTH 46 DEGREES EAST 150 FEET TO A CORNER IN A 22 FEET WIDE ALLEY; THENCE ALONG THE SOUTHWESTERLY SIDE OF SAID 20 FEET WIDE ALLEY, NORTH 44 DEGREES WEST 37.50 FEET TO A CORNER; THENCE SOUTH 46 DEGREES WEST 150 FEET PASSING THROUGH A PARTY WALL TO A CORNER IN THE NORTHEASTERLY SIDE OF WEST SECOND STREET; THENCE ALONG THE NORTHEASTERLY SIDE OF WEST SECOND STREET, SOUTH 44 DEGREES EAST 37.50 FEET TO THE POINT AND PLACE OF BEGINNING.

BEING COUNTY PARCEL NO. 11-00-14036-00-2.

BEING the same premises which Donald and Monique Wallace, his wife by indenture bearing date the 27th day of March 1998 and duly intended to be forwith recorded, granted and conveyed unto said mortgagors in fee.

Lender may, at any time, collect and hold amounts for Escrow items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 at seq. and implementing regulations, 24 CFR Part 3600, as they may be amonded from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are inveltable in the account may not be based on amounts due for the mortgage insurance premium.

If this amounts held by Lender for Escrow forms exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower the excess funds exceed the amounts of the excess funds are not sufficient to nev the Escrow forms when the Lender may possible the Borrower.

Lander shall account to Sorrower for the excess funds as required by RESPA. If the amounts of funds held by Lander at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Sacrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for laters (a). (b) and (c) for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium; Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and

other inizard insurance premiums, as required;
Third, to interest due under the Note;
Fourth, to emortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Incurance. Borrower shall insure all improvements on the Property. whether now in existence or subsequently erected, against any hazarda, casuzities, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shell be carried with companies approved by Lender. The insurance policies and any renev shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not finede promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the indebtedness under the Note and this Security instrument, first to any damiquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess incurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument ahall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the inciebtedness, all right, title and interest of Borrower in and to insurance policies in force shall make to the payents.

shall pase to the purchaser.

LF-4R(FA) K804

Page 3 of 8

- 8. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Lean Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within abity days after the execution of this Security Instrument (or within abity days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue herdship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear end tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or atstements to Lender (or falled to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a lessehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee this to the Property, the lessehold and fee this shall not be merged unless Lender agrees to the merger in writing.
- 6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paregraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the mornthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security instrument shall be paid to the entity legally entitled thereto.

7. Charges to Sorrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower falls to make these payments or the payments required by paragraph 2, or falls to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

dispursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security instrument. If Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

ELF-4R(PA) (9904)

Page 4 of 8

BK8127PG0350

- 8. Fees. Lander may collect fees and charges authorized by the Secretary.
- 9. Grounds for Acceleration of Debt.
   (a) Default. Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security instrument prior to or on the due date of the next monthly payment, or (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations

contained in this Security Instrument.

(b) Sale Without Credit Approvel. Lender shall, if permitted by applicable law (including Section 341 (d) of the Garn-St. Germain Depository institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security instrument if:

Security Instrument it:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantse does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waitver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waitve its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and forecipes if not paid. This Security Instrument does not authorize acceleration or foreclosure if not

rescree it not paid. This Security Instrument does not authorize acceleration or foreclosure it not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lander may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be axercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary. mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in 10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in Interest of Borrower shall not operate to release the liability of the original Borrower shall not operate to release the liability of the original Borrower shall not operate to release the liability of the original Borrower shall not operate to release the liability of the original Borrower shall not operate to release the liability of the original Borrower shall not operate to release the liability of the original Borrower shall not operate to release the liability of the original Borrower shall not operate to release the liability of the original Borrower shall not operate to release the liability of the original Borrower shall not operate to release the liability of the original Borrower shall not operate to release the liability of the original Borrower shall not operate to release the liability of the original Borrower shall not operate to release the liability of the original Borrower shall not operate to release the liability of the original Borrower shall not operate to release the liability of the original Borrower shall not operate to release the liability of the original Borrower shall not operate to release the liability of the original Borrower shall not operate to release the liability of the original Borrower shall not operate the liability of the original Borrower shall not operate the liability of the original Borrower shall not operate the liability of the original Borrower shall not operate the liability of the original Borrower shall not operate the liability of the original Borrower shall not operate the liability of the original Borrower shall not operate the liability of the original Borrower shall not operate the liability of the original Borrower shall not operate the liability of the liabili

ELF-4R(PA) (8604)

小小きのおきとろうとうできること

6K8127PG0351

Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

- 12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and saveral. Any Schrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signify this Security Instrument only to mortgage, grant and convey that Borrower's Interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 14. Governing Law; Severability. This Security instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security instrument and the Note are declared to be severable.
- 15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security instrument.
- 16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kercsene, other flammable or toxic petroleum products, toxic peticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

BK8127PG0352

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:	
17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and	
revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues	
and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However,	
MINI IO LUNGUE S DOUGH TO MOTOMAR OF HOTOMAR'S MARCH OF ANY COVADANT OF AGRAMMANT IN the Security	
Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the	
benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an	
assignment for additional security only.	
If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by	
Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security	
instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each	
tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written	
demand to the tenant.	
Borrower has not executed any prior assignment of the rents and has not and will not perform any act	
that would prevent Lender from exercising its rights under this paragraph 17.	
Lender shall not be required to enter upon, take control of or maintain the Property before or after	
giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any	
time there is a breach. Any application of rems shall not cure or waive any default or invalidate any other	
right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured	
by the Security Instrument is paid in full.	
18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9,	
Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to	
collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, attorneys' fees and costs of title evidence.	
if the Lender's interest in this Security Instrument is held by the Secretary and the Secretary	
requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial	
power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751	
at seq.) by requesting a foreclosure commissioner designated under the Act to commence	
foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall	
deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or	
applicable law.	
19. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument	
and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge	
and satisfy this Security instrument without charge to Borrower. Borrower shall pay any recordation costs.	
20. Walvers. Borrower, to the extent permitted by applicable law, walves and releases any error or	
defects in proceedings to enforce this Security instrument, and hereby waives the benefit of any present or	
future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale,	
and homestead exemption.	
21. Reinstatement Period. Borrower's time to reinstate provided in paragraph 10 shall extend to one	
hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.	
22. Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to	
Borrower to acquire title to the Property, this Security instrument shall be a purchase money mortgage.	
23. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is	
entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time	
under the Note.	
24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded	
together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall	
amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a	
part of this Security instrument. [Check applicable box(es)].	
Condominium Rider Growing Equity Rider Other [specify]	,
Planned Linit Development Rider Graduated Payment Rider	11

BK8127PG0353

. A . A	Il com	
	Stenn Wilson St.	(Seel
How	Glenn H. Moore 😿.	-Borrowe
Jelus Jewel	Jennika L. Pule	l
	yenniger a. Tuses	(Seal
WILL SOLE SOLE	ु J∉nnifer L. Pulcher	-Borrowe
(Seal)	ำ	(Seal
Z M DE V Caprower		-Borrowe
12 10 10 10 10 10 10 10 10 10 10 10 10 10		,
(Seel)		(Seel
MERY CO Borrower	÷.	-Borrowe
a a a	L.,	
The sime Xet (660)		(See
O -Borlower		-Borróws
Certificate of Residence		* * * * * * * * * * * * * * * * * * * *
MARIE STROUG	, do hereby certify that	the correct address o
he within-named Lender is P.O. Box 147, Trev	ose, PA 19053	•
Witness my hand this 27th day of Marci	h. 1998.	
The state of the s		•
a second	Mary Strand	· · ·
		Agent of Lende
	11111111111	
COMMONWEALTH OF PENNSYLVANIA,	agonery.	County se
COMMONWEALTH OF PENNSYLVANIA, 1999 On this, 27th day of Manch, 1999	gg , before me, the undersig	County at ned officer, personali
On this, 27th day of March, 193 appeared Glenn H. Moore Jr. and Jennife	Concercy , before me, the undersig er L. Pulcher	County at ned officer, personali
On this, 27th day of Mull, 193 appeared Glenn H. Moore Jr. and Jennife	before me, the undersigner L. Pulcher	County se ned officer, personall
On this, 27 <sup>th</sup> day of "Manul", 1993 appeared Glenn H. Moore Jr. and Jennife	ter L. Pulcher	County se ned officer, personal
On this, 21 <sup>th</sup> day of "Maril", 1993, ppeared Glenn H. Moore Jr. and Jennife	genery  before me, the undersigner L. Pulcher	County au
On this, 27th day of "Maril", 1990 ppeared Glenn H. Moore Jr. and Jennife	genery  before me, the undersigner L. Pulcher	County au
COMMONWEALTH OF PENNSYLVANIA, 1996 On this, 27th day of "Manch", 1996 appeared Glenn H. Moore Jr. and Jennife	genery  before me, the undersigner L. Pulcher	County as
On this, $27^{4}$ day of Mand, 193 appeared Glenn H. Moore Jr. and Jennife	, before me, the undersig er L. Pulcher	ned officer, personali
On this, 27 <sup>th</sup> day of Thurch, 19 <sup>th</sup> appeared Glenn H. Moore Jr. and Jennife	, before me, the undersigner L. Pulcher  In S. whose name S. are suited the same for the purposes he	ned officer, personall
On this, 27th day of Mull, 193 appeared Glenn H. Moore Jr. and Jennife and Jen	, before me, the undersigner L. Pulcher  In S. whose name S. are suited the same for the purposes he	ned officer, personall
On this, 27th day of Mull 1923 appeared Glenn H. Moore Jr. and Jennife known to me (or satisfactorily proven) to be personstrument and acknowledged that they executed the structure of the struc	, before me, the undersigner L. Pulcher  In S. whose name S. are suited the same for the purposes he	ned officer, personali
On this, 37th day of Thurch, 19th appeared Glenn H. Moore Jr. and Jennife known to me (or satisfactorily proven) to be personstrument and acknowledged that they executed the satisfactorily proven in Witness WHEREOF, I hereunto set my hand My Commission Expires:	, before me, the undersigner L. Pulcher  In S. whose name S. are suited the same for the purposes he	ned officer, personali
On this, 27th day of Mull 1923 appeared Glenn H. Moore Jr. and Jennife known to me (or satisfactorily proven) to be personstrument and acknowledged that they executed the structure of the struc	, before me, the undersigner L. Pulcher  In S whose name S are suited the same for the purposes he d and official seal.	ned officer, personali becribed to the withing rein contained.
On this, 27th day of Mull, 193 appeared Glenn H. Moore Jr. and Jennife mown to me (or satisfactorily proven) to be personstrument and acknowledged that they executed the structure of the struct	, before me, the undersigner L. Pulcher  In S. whose name S. are suited the same for the purposes he	ned officer, personali becribed to the withing rein contained.
On this, 27th day of Mull, 193 appeared Glenn H. Moore Jr. and Jennife and Jen	, before me, the undersigner L. Pulcher  In S whose name S are suited the same for the purposes he d and official seal.	ned officer, personali becribed to the withing rein contained.
On this, 27th day of Mull, 193 appeared Glenn H. Moore Jr. and Jennife mown to me (or satisfactorily proven) to be personstrument and acknowledged that they executed the structure of the struct	, before me, the undersigner L. Pulcher  In S whose name S are suited the same for the purposes he d and official seal.	ned officer, personali bscribed to the withing rein contained.
On this, 27th day of Thurch, 1920 ppeared Glenn H. Moore Jr. and Jennife mown to me (or satisfactorily proven) to be personstrument and acknowledged that they executed the second that the second that they executed the second that the second tha	, before me, the undersigner L. Pulcher  In S. whose name S. are suited the same for the purposes he d and official seal.	becribed to the within contained.
On this, 27th day of Thurch, 1920 ppeared Glenn H. Moore Jr. and Jennife mown to me (or satisfactorily proven) to be personstrument and acknowledged that they executed the second through the second throu	, before me, the undersigner L. Pulcher  In S whose name S are suited the same for the purposes he d and official seal.	bscribed to the with rein contained.

BK8127PG0354

0/22 Entered 06/10/22 17:21:48
Page Cardinal Pinedolal Company, Ltd Partnership

P.O. Box 147

Trevose, PA 19053 KNOW ALL MEN BY THESE PRESENTS that CARDINAL FINANCIAL COMPANY, with its principal office at 355 East Street Road, Trevose, PA 19053, for and in consideration of the sum of One Dollar, lawful money of the United States of America, and other good and valuable consideration, to it in hand paid by

Principal Residential Mortgage, Inc. an lowa Corporation

a corporation organized and existing under the laws of the State of with its principal office at

with its principal omce at

7 1 1 High Street
Des Noines, IA 5 0 3 9 2 - 0 7 2 0

hereinafter referred to as ASSIGNEE, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, transferred and set over, and by these presents does grant, bargain, ell, assign, transfer and set over unto the said ASSIGNEE and its successors and assigns, all that certain indenture of Mortgage covering premises situated in the Borough and State of Of Lansdale Borough , County of Montgomery Pennsylvania.

BEING known as: 843 W. 2nd Street, Lansdale Borough, PA 19446

dated n 1998 and recorded in the office of the register, Clerk or Hontgomery County, in Mortgage Book and made and executed by March 27th, 1998 Recorder of Deeds Page 346 Et and made and executed by Glenn H. Moore Jr. and Jennifer L.

hereinafter referred to as MORTGAGOR, to said CARDINAL FINANCIAL COMPANY, in the principal sum of \$ 7 6, 2 2 7, 0 0 , payable with interest on the unpaid balance at the rate of 7 . 5 0 0 % per annum, in monthly installments as therein noted.

TOGETHER with the hereditaments and premises in and by said indenture of Mortgage particularly described and granted, or mentioned and intended so to be, with the appurtenances, and the bond or obligation in said indenture of Mortgage mentioned and thereby intended to be secured thereby, and all monles due and to grow due thereon, and all its estate, right, title, interest, property, claim and demand in and to the same.

TO HAVE and to hold the same unto the said ASSIGNEE and its successors and assigns, to its and their proper use, benefit and behoof forever, subject, nevertheless, to the equity of redemption of said MORTGAGOR in said indenture of Mortgage named, and the heirs, executors, administrators, successors and assigns of said MORTGAGOR therein.

AND IT, the said CARDINAL FINANCIAL COMPANY, does hereby covenant, promise and agree to and with the said assignee that there is now due and owing upon the said bond or obligation and Mortgage, the sum of money harelnabove specified as the principal sum due thereon, with interest at the rate specified

IN WITNESS WHEREOF, the said CARDINAL FINANCIAL COMPANY, has these presents to be duly executed by its proper officers this Twenty Seventh day of March, 1998 March, day of 1998.

RETURN

SECURITY ABSTRACT OF PA INC. PO. BOX 1060 1741 VALLEY FORGE RCAD WORCESTER, PA 19490 610-584-6890

CARDINAL FINANCIAL COMPANY, Limited Partnership BY: CARDINAL MORTGAGE INC., General Partner

Ellie Settembrino, Assistant Secretary

STATE OF

Pennsylvania

**COUNTY OF** 

Bucks

SS.

MONTGOMERY COUNTY COMMISSIONERS REGISTRY

11-00-14036-00-2 LANSDALE 843 W SECOND ST

WALLACE DONALD W & MONIQUE G

B 085 U 066 L 1101 DATE: 04/03/98

: Q

Ruse

BEIT REMEMBERED, that on this Twenty Seventh day of March, in the Year of Our Lord, One Thousand Nine Hundred Ninety Eight, before me, the subscriber, a Notary Public of the State of Pennsylvania, personally appeared Marie Stroud, Assistant Vice President of Cardial Livrage, Inc., General Partner of CARDINAL FINANCIAL COMPANY, Limited Partnership, known to me personally as such, and acknowledged this Instrument of Writing to be his act and deed and the act and seed of the Strong, that the signature of the aforesald is in his own proper handwriting; and that his act is a strong accounting, acknowledging and delivering said instrument of Writing was duly authorized as a purpose of the Board of Managers of the said CARDINAL FINANCIAL COMPANY.

Notary Public of

NOTARIAL SEAL MARILYN J. LONG, Notary Public Middlotown Iwp Gucke County

My Commission Express Nov. 15, 1999

BK8127PG1050

Case 20-10862-amc Doc 36 Filed 06/10/22 Entered 06/10/22 17:21:48 Desc Main Document Page 17 of 39





# RECORDER OF DEEDS MONTGOMERY COUNTY Nancy J. Becker

One Montgomery Plaza Swede and Airy Streets ~ Suite 303 P.O. Box 311 ~ Norristown, PA 19404 Office: (610) 278-3289 ~ Fax: (610) 278-3869

#### MTG BK 13722 PG 02095 to 02099

INSTRUMENT # : 2013121331

RECORDED DATE: 12/09/2013 10:25:55 AM



#### **MONTGOMERY COUNTY ROD**

	1.0.1.00		
OFFICIAL RECORDING COVER PAGE Page 1 of 5			
Document Type: Mortgage Assignment Document Date: 11/26/2013	Transaction #: Document Page Count:	2981381 - 8 Doc(s) 4	
Reference Info: RETURN TO: (Wait)	Operator Id: PAID BY:	sford	
CT LIEN SOLUTIONS PO BOX 29071	CT LIEN SOLUTIONS		

# GLENDALE, CA 91209-9071 \* PROPERTY DATA:

Parcel ID #:

11-00-14036-00-2

Address:

843 W SECOND ST

PA

Municipality:

School District:

# \* ASSOCIATED DOCUMENT(S):

MTG BK 8127 PG 00346

#### **FEES / TAXES:**

Recording Fee: Mortgage Assignment

Misc Fee

\$54.00 \$1.00

Total:

\$55.00

MTG BK 13722 PG 02095 to 02099

Recorded Date: 12/09/2013 10:25:55 AM

I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Montgomery County, Pennsylvania.



Nancy J. Becker Recorder of Deeds

# PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.
\*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.

12/09/2013 Cross 530AM0862-amc Doc 36 Filter of Ob/LO//22 PEntered 06/10/22 17:21:48 Desc Main Montco Document

Page 18 of 39

Return To: CT LIEN SOLUTIONS PO BOX 29071 GLENDALE, CA 91209-9071 Phone #: 800-331-3282

RECORDER OF DEEDS MONTGOMERY COUNTY

2013 DEC -9 AM 8: 55

Prepared By: CITIMORTGAGE, INC LAURA JONES 1000 TECHNOLOGY DRIVE, MS 321 O'FALLON. MO 63368-2240

MONTGOMERY COUNTY COMMISSIONERS REGISTRY 11-00-14036-00-2 LANSDALE 843 W SECOND ST \$10.00 MOORE GLENN H JR & AN B 085 U 066 L 1 1101 DATE: 12/09/2013

# **ASSIGNMENT OF MORTGAGE**

KNOW ALL MEN BY THESE PRESENTS that CitiMortgage, Inc. successor in interest by merger to Principal Residential Mortgage, Inc., whose address is 1000 Technology Drive, O'Fallon, MO. 63368. hereinafter Assignor the holder of the Mortgage hereinafter mentioned, for and in consideration of the sum of ONE DOLLAR (\$1.00) lawful money unto it in hand paid by Bank of America, National Association , 1800 Tapo Canyon Road, Simi Valley, CA, 93063, Assignee at the time of execution hereof, sell, assign, transfer and set over unto the said Assignee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, ALL THAT CERTAIN Mortgage given and executed by Glenn H. Moore Jr. and Jennifer L. Pulcher to Original Beneficiary: Cardinal Financial Company, Ltd., bearing the date 03/27/1998, in the amount of \$76,227.00, said Mortgage being recorded on 04/06/1998 in Montgomery County, Commonwealth of Pennsylvania, in Book, Volume, or Liber No: 8127 Page: 00346 Instrument No: 1998048686.

Being Known as Premises: 843 W. 2nd Street, Lansdale, PA, 19446

Parcel No: 11-00-14036-00-2 Township: Lansdale Borough

Description/Additional information: See Exhibit A

Together with all Rights, Remedies and incidents thereunto belonging. And all its Right, Title, Interest, Property, Claim and Demand, in and to the same:

TO HAVE, HOLD, RECEIVE AND TAKE, all and singular the hereditaments and premises hereby granted and assigned, or mentioned and intended so to be, with the appurtenances unto Assignee, to and for its only proper use, benefit and behoof forever; subject, nevertheless, to the equity of redemption of said Mortgagor in the said Indenture of Mortgage named, and his/her/their heirs and assigns therein.

IN WITNESS WHEREOF, the said <u>Assignor</u> has caused these presents to be duly executed by its proper officers
This 11 26 13
CitiMortgage, Inc. successor in interest by merger to Principal Residential Mortgage, Inc.
By: Dawn Midyett Vice President
Delivered in the Presence of us;
Attest: Tonja Brooks
STATE OF MISSOURI, ST. CHARLES COUNTY
On 1 - 2 - 13 before me, the undersigned, a notary public in and for said state, personally appeared <b>Dawn Midyett</b> , <b>Vice President</b> of <b>CitiMortgage</b> , <b>Inc. successor in interest by merger to Principal Residential Mortgage</b> , <b>Inc.</b> personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.
LAURA M. JONES Notary Public - Notary Seal State of Missouri Commissioned for St Charles County My Commission Expires: March 19, 2016 Commission Number: 12316868  Commission Expires: 03/19/2016
The precise address within named Assignee is:

1800 Tapo Canyon Road, Simi Valley, CA, 93063

## **ASSIGNMENT OF MORTGAGE**

BETWEEN:

CitiMortgage, Inc. successor in interest by merger to Principal Residential Mortgage, Inc.

AND

Bank of America, National Association

MAIL TO:

CitiMortgage, Inc. successor in interest by merger to Principal Residential Mortgage, Inc. 1000 Technology Drive, O'Fallon, MO, 63368

## **EXHIBIT A**

ALL THAT CERTAIN LOT OR PIECE OF LAND, SITUATE IN LANSDALE BOROUGH, MONTGOMERY COUNTY, PENNSYLVANIA, BEING KNOWN AND DESIGNATED AS LOT #1 ON THE PLAN OF SUBDIVISION MADE FOR LOUCKY J. COLAVITA BY MILFORD SURVEY ASSOCIATES, DATED 11/7/79, REVISED 1/14/80, WHICH PLAN IS RECORDED IN THE OFFICE FOR THE RECORDING OF DEEDS, IN MONTGOMERY COUNTY, PA., IN PLAN BOOK A-39 PAGE 81, SAID LOT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CORNER OF THIS AND LOT #2 ON SAID PLAN ON THE NORTHEASTERLY SIDE OF WEST SECOND STREET, WHICH POINT OF BEGINNING IS MEASURED ALONG THE NORTHEASTERLY SIDE OF WEST SECOND STREET, IN A SOUTHEASTWARDLY DIRECTION 221 FEET FROM THE SOUTHEASTERLY LINE OF VALLEY FORGE ROAD; THENCE ALONG LOT #2, NORTH 46 DEGREES EAST 150 FEET TO A CORNER IN A 22 FEET WIDE ALLEY; THENCE ALONG THE SOUTHWESTERLY SIDE OF SAID 20 FEET WIDE ALLEY, NORTH 44 DEGREES WEST 37.50 FEET TO A CORNER; THENCE SOUTH 46 DEGREES WEST 150 FEET PASSING THROUGH A PARTY WALL TO A CORNER IN THE NORTHEASTERLY SIDE OF WEST SECOND STREET; THENCE ALONG THE NORTHEASTERLY SIDE OF WEST SECOND STREET, SOUTH 44 DEGREES EAST 37.50 FEET TO THE POINT AND PLACE OF BEGINNING.

BEING COUNTY PARCEL NO. 11-00-14036-00-2.

BEING the same premises which Donald and Monique Wallace, his wife by indenture bearing date the 27th day of March 1998 and duly intended to be forwith recorded, granted and conveyed unto said mortgagors in fee.

When Recorded Return To: CitiMortgage, Inc. Attn: Loss Mitigation Department #0010 5280 Corporate Drive Frederick, MD 21703

# LOAN MODIFICATION AGREEMENT (PROVIDING FOR FIXED INTEREST RATE/CAPITALIZATION)

This Loan Modification Agreement ("Agreement"), made 01/14/10, between GLENN H MOORE and JENNIFER L MOORE. ("Borrower") residing at , and CitiMortgage, Inc. ("Lender") having offices at 5280 Corporate Drive, Frederick, MD 21703 and amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") dated 03/27/98 and recorded on 04/03/98, Document number 018482, Book number 8127, Page 0346 in the Official Records of MONTGOMERY County, Pennsylvania and (2) the Note bearing the same date as, and secured by the Security Instrument , which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 843 W 2ND STREET, LANSDALE BOROUGH PA, 19446, the real property described as being set forth as follows:

#### (SEE ATTACHED LEGAL DESCRIPTION)

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- 1. As of 01/14/10, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$63,820.48. The Borrower acknowledges that interest has accrued but has not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses in the total amount of \$3,550.16, have been added to the indebtedness under the terms of the Note and Security Instrument and the loan re-amortized over 360 months. When payments resume on 03/01/10, the New Unpaid Principal Balance will be \$67,370.64.
- 2. The Borrower promises to pay the New Unpaid Principal Balance, plus Interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 5.000% effective 02/01/10 (the "Interest Change Date"). The Borrower promises to make monthly payments of principal and interest of U.S. \$ 361.66 (which does not include and amounts required for Insurance and/or Taxes) beginning on 03/01/10 and continuing thereafter on the same date of each succeeding month until principal and interest are paid in full.

If on 02/01/40 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay those amounts in full on the Maturity Date. All other terms stated in the Note remain the same.

The Borrower will make such payments at Post Office Box 9481, Gaithersburg, MD 20898-9481, or at such other place as the Lender may require.

3. If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by the Security Instrument. If the Borrower fails to pay these sums prior to the expiration period, the Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on the Borrower.

Page 1

- 4. The Borrower also will comply with all the other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all the payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make the under Security Instrument; however, the following terms and provisions are forever canceled, null, and void, as of the date specified in paragraph No. 1 above:
- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and,
- (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, or part of, the Note and Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
- 5. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by and comply with, all of the terms and provisions thereof, as amended by this Agreement.
- 6. It is mutually agreed that the Security Instrument shall constitute a first lien upon the premise and that neither the obligation evidencing the aforesaid indebtedness nor the Security Instrument shall in any way be prejudiced by this Agreement, but said obligation and Security Instrument and all the covenants and agreements thereof and the rights of the parties thereunder shall remain in full force and effect except as herein expressly modified.

(Page 36 of Case 20-10862-amc Doc 36 Filed 06/10/22

Document \_ Page 24 of 39

Entered 06/10/22 17:21:48 Desc Main

Copy

STATE OF Pennsylvania
COUNTY OF MONTGOMERY

EFFECTIVE DATE:

01/14/10

BORROWERS:

GLENN H MOORE

JENNIFER L MOORE

PROPERTY:

843 W 2ND STREET

LANSDALE BOROUGH, PA 19446

LOAN NUMBER:

# **COMPLIANCE AGREEMENT**

The undersigned Borrower(s), in consideration of the loan modification of the above-described loan by CitiMortgage, Inc. and/or Assigns (Lender) in the amount of \$67,370.64, as evidence by a Promissory Note Dated 03/27/98 and secured by a Deed of Trust or Mortgage of even date against real property commonly known as: 843 W 2ND STREET, LANSDALE BOROUGH PA, 19446 agrees to fully cooperate with any reasonable requests made by the Lender, or its agent, (1) to complete such loan modifications; or (2) to enable Lender to sell, convey, seek a guaranty or obtain insurance for, or market said loan to any purchaser, including but not limited to, any investor or institution, the Federal National Mortgage Association, The Government Nation Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Department of Veterans Affairs, or any municipal bonding authority, or to ensure enforceability of loan if kept in Lender's own portfolio. These requests may include, but are not limited to, all changes, corrections, re-executions or modifications of any documents related to such loan, or execution of any additional documents as may be required.

The undersigned will comply with all such requests within thirty (30) days from the date they are made by the Lender or it's agent. If Borrower(s) fails to meet its obligations hereunder, Borrower(s) agrees to be liable for and to pay or Reimburse Lender for all costs including, but not limited to, actual expenses, legal fees, court costs, and marketing Losses incurred or sustained by Lender to enforce its rights hereunder and caused by such failure.

DATED this 20 day of Janua	<u>u</u> , 20 <u>1</u> 0
Henn F Mossey Borrower - GLENN H MOORE	Gennes de Moore  Borrower - JENNIFER L MOORE
Borrower -	Borrower -

Desc Main

When Recorded Return To: CitiMortgage, Inc. Attn: Loss Mitigation Department #0010 5280 Corporate Drive Frederick, MD 21703

## LOAN MODIFICATION AGREEMENT (PROVIDING FOR FIXED INTEREST RATE/CAPITALIZATION)

This Loan Modification Agreement ("Agreement"), made 01/14/10, between GLENN H MOORE and JENNIFER L MOORE. ("Borrower") residing at , and CitiMortgage, Inc. ("Lender") having offices at 5280 Corporate Drive, Frederick, MD 21703 and amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") dated 03/27/98 and recorded on 04/03/98, Document number 018482, Book number 8127, Page 0346 in the Official Records of MONTGOMERY County, Pennsylvania and (2) the Note bearing the same date as, and secured by the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 843 W 2ND STREET, LANSDALE BOROUGH PA, 19446, the real property described as being set forth as follows:

## (SEE ATTACHED LEGAL DESCRIPTION)

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- 1. As of 01/14/10, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 63,820.48. The Borrower acknowledges that interest has accrued but has not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses in the total amount of \$3,550.16, have been added to the indebtedness under the terms of the Note and Security Instrument and the loan re-amortized over 360 months. When payments resume on 03/01/10, the New Unpaid Principal Balance will be \$ 67,370.64.
- 2. The Borrower promises to pay the New Unpaid Principal Balance, plus Interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 5.000% effective 02/01/10 (the "Interest Change Date"). The Borrower promises to make monthly payments of principal and interest of U.S. \$ 361.66 (which does not include and amounts required for Insurance and/or Taxes) beginning on 03/01/10 and continuing thereafter on the same date of each succeeding month until principal and interest are paid in full.

If on 02/01/40 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay those amounts in full on the Maturity Date. All other terms stated in the Note remain the same.

The Borrower will make such payments at Post Office Box 9481, Gaithersburg, MD 20898-9481, or at such other place as the Lender may require.

3. If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by the Security Instrument. If the Borrower fails to pay these sums prior to the expiration period, the Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on the Borrower.

Page 1

- 4. The Borrower also will comply with all the other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all the payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make the under Security Instrument; however, the following terms and provisions are forever canceled, null, and void, as of the date specified in paragraph No. 1 above:
- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and,
- (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, or part of, the Note and Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
- 5. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by and comply with, all of the terms and provisions thereof, as amended by this Agreement.
- 6. It is mutually agreed that the Security Instrument shall constitute a first lien upon the premise and that neither the obligation evidencing the aforesaid indebtedness nor the Security Instrument shall in any way be prejudiced by this Agreement, but said obligation and Security Instrument and all the covenants and agreements thereof and the rights of the parties thereunder shall remain in full force and effect except as herein expressly modified.

Date

Lender -

William Hapeman Assistant Vice President



(Page 39 of Case 20-10862-amc Doc 36 Filed 06/10/22

Document Page 27 of 39

Entered 06/10/22 17:21:48 Desc Main

Copy

STATE OF Pennsylvania
COUNTY OF MONTGOMERY

EFFECTIVE DATE:

01/14/10

BORROWERS:

**GLENN H MOORE** 

JENNIFER L MOORE

PROPERTY:

843 W 2ND STREET

LANSDALE BOROUGH, PA 19446

LOAN NUMBER:

### **COMPLIANCE AGREEMENT**

The undersigned Borrower(s), in consideration of the loan modification of the above-described loan by CitiMortgage, Inc. and/or Assigns (Lender) in the amount of \$67,370.64, as evidence by a Promissory Note Dated 03/27/98 and secured by a Deed of Trust or Mortgage of even date against real property commonly known as: 843 W 2ND STREET, LANSDALE BOROUGH PA, 19446 agrees to fully cooperate with any reasonable requests made by the Lender, or its agent, (1) to complete such toan modifications; or (2) to enable Lender to sell, convey, seek a guaranty or obtain insurance for, or market said loan to any purchaser, including but not limited to, any investor or institution, the Federal National Mortgage Association, The Government Nation Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Department of Veterans Affairs, or any municipal bonding authority, or to ensure enforceability of loan if kept in Lender's own portfolio. These requests may include, but are not limited to, all changes, corrections, re-executions or modifications of any documents related to such loan, or execution of any additional documents as may be required.

The undersigned will comply with all such requests within thirty (30) days from the date they are made by the Lender or it's agent. If Borrower(s) fails to meet its obligations hereunder, Borrower(s) agrees to be liable for and to pay or Reimburse Lender for all costs including, but not limited to, actual expenses, legal fees, court costs, and marketing Losses incurred or sustained by Lender to enforce its rights hereunder and caused by such failure.

DATED this 10 day of January	
Digar DM 107cf Borrower - GLENN HMOORE	Borrower - JENWIFER L MOORE
Borrower - GLENN HMOORE	Borrower - JENWIFER L MOORE
Borrower -	Borrower -

Document Page 28 of 39

Copy

APN: 110014036002

After Recording Return To: CitiMortgage, Inc. 1000 Technology Drive, MS 420R O'Fallon, MO 63368-2240 Doc Prep/Booking & Closing

This document was prepared by: Geetanjali Mahant With an office address of: CitiMortgage, Inc. 1000 Technology Drive O'Fallon, MO 63368

[Space Above This Line For Recording Data]

Original Principal Amount: \$76,227.00 Unpaid Principal Amount: \$61,713,33 New Principal Amount: \$62,129.35

New Money (Cap): \$ 668.96

#### **LOAN MODIFICATION AGREEMENT** (PROVIDING FOR FIXED INTEREST RATE/CAPITALIZATION)

This Loan Modification Agreement ("Modification Agreement"), made June 23, 2014, between GLENN H MOORE JR and JENNIFER L MOORE AKA JENNIFER L PULCHER ("Borrower") residing at 843 W 2ND ST, LANSDALE, PA 19446-2108 and CitiMortgage, Inc. ("Lender") successor by reason of merger withPrincipal Residential Mortgage, Inc. and amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated 03/27/98 and recorded on 04/03/98, Document number 018482, Book number 8127, Page 0346 in the Official Records of MONTGOMERY, PA and (2) the Note bearing the same date as, and secured by the Security Instrument (the "Note"), which covers the real and personal property described in the Security Instrument and defined therein as (the "Property"), located at 843 W 2ND STREET, LANSDALE, PA 19446 the real property described as being set forth as follows:

#### (SEE ATTACHED LEGAL DESCRIPTION)

In consideration of the mutual promises and agreements exchanged, the parties agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument);

1. As of 11/13/14, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 61,713.33. The Borrower acknowledges that interest has accrued but has not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses in the total amount of \$ 668.96, have been added to the indebtedness under the terms of the Note and Security Instrument and the loan re-amortized over 360 months. When payments resume on 12/01/14, the New Unpaid Principal Balance will be \$ 62,129.35 ("New Unpaid Principal Balance").

 $\frac{1}{2} \left( \frac{1}{2} \right) \right) \right) \right) \right)}{1} \right) \right) \right)} \right) \right) \right) \right) \right) \right)} \right) \right) \right)} \right) \right)} \right) \right)}$ 

2. The Borrower promises to pay the New Unpaid Principal Balance, plus Interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.250 % effective 11/01/14 (the "Interest Change Date"). The Borrower promises to make monthly payments of principal and interest of U.S. \$ 305.64 (which does not include and amounts required for Insurance and/or Taxes) beginning on 12/01/14 and continuing thereafter on the same date of each succeeding month until principal and interest are paid in full.

If on 11/01/44 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Modification Agreement, the Borrower will pay those amounts in full on the Maturity Date. All other terms stated in the Note remain the same.

3. If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower a Notice of Acceleration. The Notice shall provide a period of not less than 30 days from the date the Notice is delivered or mailed within which the Borrower must pay all sums secured by the Security Instrument. If the Borrower fails to pay these sums prior to the expiration period, the Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on the Borrower.

- (a) That, as of the Modification Effective date (the "Effective Date"), I understand that the Lender will only allow the transfer and assumption of the Loan, including this Modification Agreement to a transferee of my property as permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-3, A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the loan. Except as noted herein, this Modification Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.
- 4. The Borrower also will comply with all the other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all the payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make the under Security Instrument; however, the following terms and provisions are forever canceled, null, and void, as of the date specified in paragraph No. 1 above:
  - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and,
  - (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, or part of, the Note and Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
- 5. Nothing in this Modification Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Modification Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by and comply with, all of the terms and provisions thereof, as amended by this Modification Agreement.
- 6. It is mutually agreed that the Security Instrument shall constitute a first lien upon the premise and that neither the obligation evidencing the aforesaid indebtedness nor the Security Instrument shall in any way be prejudiced by this Modification Agreement, but said obligation and Security Instrument and all the covenants and agreements thereof and the rights of the parties there under shall remain in full force and effect except as herein expressly modified.

- (a) Not withstanding the foregoing, to the extent personal liability has been discharged in bankruptcy with respect to any amount payable under the Note, as modified herein, nothing contained herein shall be construed to impose personal liability to repay any such obligation where any obligations have been so discharged. If any bankruptcy proceeding is pending or completed during a time period related to entering this Modification Agreement. I understand that I enter this Modification Agreement voluntarily and that this Modification Agreement, or actions taken by the Lender in relation to this Modification Agreement, does not constitute a demand for payment or any attempt to collect any such obligation.
- 7. That I will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Modification Agreement; or (ii) correct the terms and conditions of this Modification Agreement if an error is detected after execution of this Modification Agreement. I understand that a corrected Modification Agreement or a letter Agreement containing the correction will be provided to me for my signature. At Lender's option, this Modification Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrected documentation, the terms of the original Note and Security Instrument shall continue in full force and effect, such terms will not be modified by this Modification Agreement.
- [ ] MERS LOAN. If this box is checked, the loan evidenced by the Note and secured by the Security Instrument was assigned to or the Security Instrument was prepared in the name of Mortgage Electronic Registration Systems, Inc. ("MERS") is a separate corporation organized and existing under the laws of Delaware and has an address of 1901 E Voorhees Street Suite C, Danville, IL 61834 or P.O. Box 2026, Flint, MI 48501-2026, and telephone number of (888) 679-MERS. In cases where the loan has been registered with MERS who has only legal title to the interests granted by the borrower in the mortgage and who is acting solely as nominee for Lender and Lender's successors and assigns, MERS has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling the mortgage loan.

#### Legal Description Of Land:

The state of the s

ALL THAT CERTAIN LOT OR PIECE OF LAND, SITUATE IN LANSDALE BOROUGH, MONTGOMERY COUNTY, PENNSYLVANIA, BEING KNOWN AND DESIGNATED AS LOT #1 ON THE PLAN OF SUBDIVISION MADE FOR LOUCKY J. COLAVITA BY MILFORD SURVEY ASSOCIATES, DATED 11/7/79, REVISED 1/14/80, WHICH PLAN IS RECORDED IN THE OFFICE FOR THE RECORDING OF DEEDS, IN MONTGOMERY COUNTY, PA., IN PLAN BOOK A-39 PAGE 81, SAID LOT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CORNER OF THIS AND LOT #2 ON SAID PLAN ON THE NORTHEASTERLY SIDE OF WEST SECOND STREET, WHICH POINT OF BEGINNING IS MEASURED ALONG THE NORTHEASTERLY SIDE OF WEST SECOND STREET, IN A SOUTHEASTWARDLY DIRECTION 221 FEET FROM THE SOUTHEASTERLY LINE OF VALLEY FORGE ROAD; THENCE ALONG LOT #2, NORTH 46 DEGREES EAST 150 FEET TO A CORNER IN A 22 FEET WIDE ALLEY; THENCE ALONG THE SOUTHWESTERLY SIDE OF SAID 20 FEET WIDE ALLEY, NORTH 44 DEGREES WEST 37.50 FEET TO A CORNER; THENCE SOUTH 46 DEGREES WEST 150 FEET PASSING THROUGH A PARTY WALL TO A CORNER IN THE NORTHEASTERLY SIDE OF WEST SECOND STREET; THENCE ALONG THE NORTHEASTERLY SIDE OF WEST SECOND STREET, SOUTH 44 DEGREES EAST 37.50 FEET TO THE POINT AND PLACE OF BEGINNING.

BEING COUNTY PARCEL NO. 11-00-14036-00-2.

EXECUTED effective as of the day and year first above written.

ACCEPTED AND AGREED TO BY -

CitWortgage, Inc.

By:

Name

Title

Date

BORROWER:

GLENNA MOORE JR

Date

JENNIFER L'MOORE

AKA JENNIFER L PULCHER

Date

(Page 28 of Case 20-10862-amc Doc 36 Filed 06/10/22 Entered 06/10/22 17:21:48 Desc Main Document Page 33 of 39

Copy

ACCEPTED AND AGREED TO BY:

CitiMortgage, Inc. Successor by Merger to

Principal Residential Mortgage, Inc.

Linda Knoll Document Control Officer CitiMortgage, Inc.

Сору

INDIVIDUAL ACKNOWLEDGEMENT
State of Pennsylvania County of MONTGOMERY  On this 20 day of 100EMBER, in the year 2014, before me, the undersigned, personally appeared, GLENN H MOORE JR personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within Instrument and acknowledged to me that HE/SHE/THEY executed the same in HIS/HER/THEIR capacity(ies), and that by HIS/HER/THEIR signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted executed the instrument.  Notary Public
My Commission Expires: ULLY 28 7017  COMMONWEALTH OF PENNSYLVANIA  Notarial Seal  Howard B. Kahn, Notary Public  Lansdale Boro, Montgomery County  My Commission Expires July 28, 2017.  NEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES
State of Pennsylvania County of MONTGOMERY
On this
COMMONWEALTH OF PENNSYLVANIA  Notarial Seal

Notarial Seal
Howard B. Kahn, Notary Public
Lansdale Boro, Montgomery County
My Commission Expires July 28, 2017
NEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES.

(Page 30 of Case 20-10862-amc Doc 36 Filed 06/10/22 Entered 06/10/22 17:21:48 Desc Main Document Page 35 of 39

Сору

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

State of Missouri

County of St Charles

On <u>December 24, 2014</u>, before me appeared <u>Linda Knoll</u>, to me personally known, being duly sworn or affirmed did say that she is a <u>Document Control Officer Of CitiMortgage, Inc.</u>, and that said instrument was signed on behalf of said corporation, by authority of its Board of Directors, <u>Linda Knoll</u> acknowledged said instrument to be the free act and deed of said corporation, and that such individual made such appearance before the undersigned in the City of O'Fallon, State of Missouri.

Notary Public

GENEVA ENGLISH
Notary Public - Notary Seal
State of Missouri
Commissioned for Lincoln County
My Commission Expires: March 13, 2016
Commission Number: 12314301

State of Missouri)

SS)

County of St. Charles)

#### AFFIDAVIT OF CORRECTION

Jessica Shepherd, being first duly sworn on oath, deposes and states as follows:

- 1. I am employed by CitiMortgage, Inc. as a/an Assistant Vice President. In that capacity, I am authorized to execute this affidavit on behalf of CitiMortgage, Inc. The statements made in this Affidavit are based on my personal knowledge.
- 2. I am over the age of 18 and competent to testify as to the matters contained herein.
- 3. For convenience, the following party or parties listed on the Note are referred to herein as "Borrower": GLENN H. MOORE JR & JENNIFER L. PULCHER.
- 4. Borrower executed a Note dated 03/27/1998, in the amount of \$76,227.00 secured by a Mortgage on a property located at 843 W. 2ND STREET, LANSDALE BOROUGH, PA 19446.
- 5. CitiMortgage, Inc. is the lender and/or servicer of the Note and Mortgage made and executed or assumed by the Borrower.
- 6. In my capacity as a/an Assistant Vice President, I have access to CitiMortgage, Inc.'s business records, including the business records for and relating to the Borrower's loan. I make this affidavit based upon my review of those records relating to the Borrower's loan and from my own personal knowledge of how they are kept and maintained. The loan records for the Borrower are maintained by CitiMortgage, Inc. in the course of its regularly conducted business activities and are made at or near the time of the event, by or from information transmitted by a person with knowledge. It is the regular practice to keep such records in the ordinary course of a regularly conducted business activity.
- 7. CitiMortgage, Inc.'s business records that relate to the Borrower's loan that I reviewed and relied upon for the statements made in this Affidavit are the Note, Mortgage, any modifications thereto, and CitiMortgage, Inc.'s electronic servicing system.
- 8. The purpose of this Affidavit is to correct a scrivener's error in the **LOAN MODIFICATION AGREEMENT** with an effective date of **11/01/14**. Through inadvertence, mistake, and error, the Loan Modification Agreement contains a scrivener's error in that.

THE MORTGAGE RECORDED DATE WAS INCORRECTLY STATED AS 04/03/98

9. This error was unintentional. The correct information should read as follows:

04/06/98

# IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: JENNIFER L. MOORE Debtor,

NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER AS SERVICER FOR BANK OF AMERICA, N.A

Movant.

v.

JENNIFER L. MOORE Debtor/Respondent,

GLENN H. MOORE, JR. (Non-filing Co-Debtor),

KENNETH E. WEST, Trustee Additional Respondent.

BANKRUPTCY CASE NUMBER 20-10862 - AMC

CHAPTER 13

11 U.S.C. § 362

HEARING DATE AND TIME: JULY 5, 2022 AT 11:00 A.M.

COURTROOM # 4

# **CERTIFICATE OF SERVICE**

I, Lily C. Calkins	, an employee of the law	v firm of LOGS Le	gal Group LLP
hereby certify that I caused t	o be served true and correct co	opies of the Motior	n and Notice of
Motion, Response Deadline	and Hearing Date by First Cla	lass Mail, postage	prepaid, at the
respective last known address	of each person set forth below o	on this 10th	_ day of
June , 2022:	-		-

Jennifer L. Moore 843 West 2nd Street Lansdale, PA 19446

Glenn H. Moore, Jr. 843 West 2nd Street Lansdale, PA 19446

Brad J. Sadek, Esquire 1315 Walnut Street Suite 502 Philadelphia, PA 19107 brad@sadeklaw.com - VIA ECF Kenneth E. West, Trustee P.O. Box 40837 Philadelphia, PA 19107 ecfemails@ph13trustee.com - VIA ECF

United States Trustee Sent via electronic notification ustpregion03.ph.ecf@usdoj.gov I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

/s/ Lily C. Calkins

Christopher A. DeNardo 78447 Kristen D. Little 79992 Lily C. Calkins 327356 LOGS Legal Group LLP 3600 Horizon Drive, Suite 150 King of Prussia, PA 19406 (610) 278-6800 logsecf@logs.com